RENTAL AGREEMENT
PROPERTY: 34 RAILROAD STREET, UNIT R, WALLINGFORD, VT

Property: Duplex one bedroom apartment known as
"34 Railroad Street, Unit R" located in Wallingford, VT ("Premises")
Landlord: 205 South Main Street, Wallingford LLC, a Vermont limited liability company ("Landlord")
Landlord's agent's address: PO Box 310 Wallingford, VT 05773
Landlord's rental agent: Christopher Dunigan, 802-446-2400, sales@handmadeinvermont.com
Tenant (you and anyone providing a credit card):

("Tenant") Tenant's home address: _____

_____

Tenant's cell phone: (For phone contact now and while in Vermont) _____
Tenant's email address: (Tenant authorizes use for all communications) _____
Tenant's preferred contact method:_____
Tenant's DOB: _____
Total Rental Fee: $ _____
Security Deposit: Equal to one months rent

1. **NO SMOKING IN THE HOUSE:** This is a NON SMOKING house. Smoking is permitted outside only. No fireworks are permitted on the property at any time. No load music outside the house after 8pm. Homes are close together in the village and we have respect our neighbors need for quiet after 8pm. **Minimum age for person on rental agreement: 25 years old or older.**

2. **CHOICE OF LAW/VENUE:** This agreement shall be governed by the laws of the State of Vermont, without respect to its choice of law provisions. Tenant has had the opportunity to review this Rental Agreement with anyone of their choosing. The parties hereto agree that any dispute arising hereunder shall be submitted to the courts of the Judicial District of Rutland in Vermont, with the exception of any summary process action. The undersigned Tenant(s) and any guarantor certifies that they are not in the military service. The successful party in any such dispute or legal action shall be entitled to their reasonable attorney's fees and court costs.

3. **MAXIMUM OCCUPANCY:** The maximum number of guests on the property at any time, including overnight and day guests, is limited to four (4) persons. No adjustments in fees or otherwise, will be made for fewer guests. Occupancy limits apply to overnight as well as day guests.

4. **NO DAILY MAID SERVICE:** No daily maid service is included in the rental rate.

5. **ACCIDENTS/INDEMNIFICATION: The Landlord is not responsible for any accidents, injuries or illnesses, loss of personal belongings, valuables, or items left behind by Tenant or Tenant's guests, resulting from their use and occupancy of the Premises or any of the amenities provided by Landlord, includingrecreational equipment. The Tenant is responsible for all injuries, damages or losses of any and all kinds suffered by the Tenant or Tenants' guests or invitees on the Premises, and expressly accepts responsibility for same and waives any and all claims that Tenant or Tenant's guests might otherwise assert against Landlord or its agents or assigns. Tenant agrees to notify all of Tenant's Guests of this waiver and indemnification agreement. By making this reservation, Tenant and all of Tenant's guests are expressly assuming the risk of any and all injuries, damages or losses arising from their presence on and use of the Premises. Landlord shall provide snow plowing of the driveway leading to the house and shall be responsible for clearing/sanding all snow and ice from all entrances and exits to the house on the Premises.**

   The Tenant acknowledges that the Premises are not "child proofed", and that there are certain conditions on the Premises which may pose a particular hazard or danger to minor children, including but not limited to, the grounds surrounding the house. Tenant agrees to monitor minor children at all times while they are on the Premises. The Tenant agrees that all motor and recreational vehicles shall remain on the driveway and in all designated parking areas at all times.

The Tenant waives any and all claims that Tenant or persons that Tenant allows on to the Premises may assert against the Landlord, or its agents or assigns, and agrees to indemnify and hold harmless the Landlord, its agents and assigns, from any and all damages they may sustain arising from any and all injuries and losses of any nature that are sustained by the Tenant or any person that has access to the Premises during the period of this Rental Agreement, including Landlord's reasonable attorney's fees and court costs incurred in relation to said injuries and losses.

6. **ENTIRE AGREEMENT:** This Rental Agreement shall constitute the entire agreement between the parties. No statements, advertisements, representations or verbal communications not contained in, or referred to in, this Rental Agreement shall be of any legal force or effect. Any exceptions or modifications to the terms of this Rental Agreement must be approved by the Landlord or its agent in writing in advance. The parties hereto agree that notices to Tenant shall be deemed delivered and received if sent to the Tenant's Home Ad- dress, email, or Tenant's Preferred Contact Method identified on page one of this Agreement.

7. **HEATING AND AIR CONDITIONING:** The Landlord shall provide heating between 65 and 70 degrees in winter months. There are window air conditioning units available at no addition cost by special request provided during summer months. All bedrooms have either overhead ceiling fans for portable fans.

By Signing Below, I agree to all terms, conditions and requirements of this Rental Agreement. I further agree to inform and enforce all rules relating to the use of the Premises with any persons that I permit on the Premises, and I agree that my credit card listed above or verbally provided to the Landlord may be charged in accordance with the terms of this Rental Agreement. I further represent that I have not made any changes to the typed language in this Rental Agreement without informing the Landlord of all such changes in writing at the time that it is delivered to the Landlord, and that if I have made any such changes without notifying Landlord, such changes will be of no force or effect. Tenant Agrees that by signing or typing Tenant's name below and mailing, emailing or faxing this Rental Agreement to the Landlord's agent at the addresses listed on page one of this Rental Agreement, Tenant agrees with all of the terms, conditions and requirements of this Rental Agreement.

TENANT

By: _____

Print name here: _____

Date: _____

By: _____

Print name here: _____

Date: _____

LANDLORD

205 South Main Street, Wallingford LLC

By: _____

Christopher Dunigan (Stayinvermont.com / Handmadeinvermont.com)

Date: _____